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**IN THE UNITED STATES BANKRUPTCY COURT  
 NORTHERN DISTRICT OF TEXAS  
 FORT WORTH DIVISION**

In re: <b>Carroll James LeBouef, III</b>	<b>xxx-xx-5878</b>	§	Case No: <b>20-43914-mxm-13</b>
2130 Shoreline Drive		§	Date: <b>3/25/2021</b>
Flower Mound, TX 75022		§	
		§	Chapter 13
		§	
<b>Challis Lee LeBouef</b>	<b>xxx-xx-3862</b>		
2130 Shoreline Drive			
Flower Mound, TX 75022			

Debtor(s)

**DEBTOR'S(S') CHAPTER 13 PLAN  
 (CONTAINING A MOTION FOR VALUATION)**

**DISCLOSURES**

- This *Plan* does not contain any *Nonstandard Provisions*.
- This *Plan* contains *Nonstandard Provisions* listed in Section III.
- This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: Variable  
 Plan Term: 60 months  
 Plan Base: \$322,375.00  
 Applicable Commitment Period: 36 months

Value of Non-exempt property per § 1325(a)(4): **\$61,557.52**  
 Monthly Disposable Income per § 1325(b)(2): **\$0.00**  
 Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Case No: 20-43914-mxm-13

Debtor(s): Carroll James LeBouef, III  
Challis Lee LeBouef**MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, Debtor(s) hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

**SECTION I**  
**DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS**  
**FORM REVISED 7/1/17**

**A. PLAN PAYMENTS:**

*Debtor(s)* propose(s) to pay to the *Trustee* the sum of:

\$500.00 per month, months 1 to 1.  
\$2,300.00 per month, months 2 to 2.  
\$3,225.00 per month, months 3 to 3.  
\$5,550.00 per month, months 4 to 60.

For a total of \$322,375.00 (estimated "Base Amount").

First payment is due 1/30/2021.

The applicable commitment period ("ACP") is 36 months.

Monthly Disposable Income ("DI") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the *Debtor(s)*, shall be no less than:  
\$0.00.

*Debtor's(s')* equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:  
\$61,557.52.

**B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:**

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS <u>TO</u> <u>)</u>	<u>TREATMENT</u> <u>\$</u> <u>PER MO.</u>
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C. **ATTORNEY FEES:** To Leinart Law Firm, total: \$3,700.00;  
\$1,500.00 Pre-petition; \$2,200.00 disbursed by the *Trustee*.

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Debtor(s): Carroll James LeBouef, III  
Challis Lee LeBouef**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS ___ TO ___)	TREATMENT
Wells Fargo Home Mortgage 2130 Shoreline Drive Flower Mound, TX 7	\$15,333.37	12/1/20	0.00%	Month(s) 1-37	Pro-Rata

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:**

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
Wells Fargo Home Mortgage 2130 Shoreline Drive Flower Mound, TX 75022	59 month(s)	\$1,385.05	3/1/21

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS ___ TO ___)	TREATMENT
Wells Fargo Home Mortgage 2130 Shoreline Drive Flower Mound, TX 7	\$2,770.10	1/1/21 and 2/1/21	0.00%	Month(s) 1-37	Pro-Rata

**E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS ___ TO ___)	TREATMENT
Advancial Federal Credit Union Non exempt real estate	\$50,000.00	\$195,061.63	5.00%	Month(s) 4-60	\$999.69

B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TREATMENT
Denton County Tax Assessor 2171 Shoreline Drive, Flower Mound, TX 7	\$744.78	\$165,000.00	12.00%	Pro-Rata
Denton County Tax Assessor 2129 Shoreline Drive, Flower Mound, TX 7	\$961.89	\$200,000.00	12.00%	Pro-Rata
Denton County Tax Assessor Shoreline Drive, Flower Mound, TX 75022	\$314.00	\$133,588.00	12.00%	Pro-Rata
Internal Revenue Service real and personal property	\$33,484.78	\$179,984.67	3.00%	Pro-Rata
William Ochiltree 2171 Shoreline Drive Flower Mound, TX 7	\$9,983.41	\$7,454.70	0.00%	Pro-Rata
William Ochiltree 2129 Shoreline Drive Flower Mound, TX 7	\$11,872.26	\$9,939.70	0.00%	Pro-Rata

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the Debtor(s) retain(s) the right to surrender the Collateral to the creditor in satisfaction of the creditor's claim.

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Debtor(s): Carroll James LeBouef, III  
Challis Lee LeBouef**E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TREATMENT Pro-rata
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<b>Mobility Credit Union</b>	<b>\$13,277.35</b>	<b>4.50%</b>	<b>Pro-Rata</b>
<b>2014 Land Rover Range Rover Sport</b>			

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

**F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

**G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:**

CREDITOR	COLLATERAL	SCHED. AMT.
Denton County Tax Assessor	2130 Shoreline Drive Flower Mound, TX 75022	\$4,838.25
Diamond Banc 2 LLC	Pre Owned Rolex, Versace Earrings and Diamond Rin	\$2,160.00
Diamond Banc 2 LLC	Solitaire Ring 14k, Diamond Stud Earrings	\$4,260.00
William Ochiltree	2171 Shoreline Drive Flower Mound, TX 75022	\$120,090.60
William Ochiltree	2129 Shoreline Drive Flower Mound, TX 75022	\$168,231.70

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Debtor(s): Carroll James LeBouef, III  
Challis Lee LeBouef**H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**I. SPECIAL CLASS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: \_\_\_\_\_

**J. UNSECURED CREDITORS:**

CREDITOR	SCHED. AMT.	COMMENT
1st Natl B	\$0.00	
AFJ Systems Inc	\$0.00	
Amex	\$29,497.00	
Amex	\$4,882.00	
Amex	\$0.00	
Amex	\$0.00	
AT&T Universal	\$20,567.51	
Bank of America	\$57,953.00	
Bank of America	\$0.00	
Capital One Auto Finance	\$0.00	
Carter Federal Credit Union	\$33,650.00	
Chase Auto Finance	\$0.00	
Citi/cbna	\$0.00	
Citi/cbna	\$0.00	
Citi/Sears	\$1,646.00	
Citi/Sears	\$0.00	
Citibank	\$2,855.00	
Citibank/Best Buy	\$5,737.00	
Citibank/The Home Depot	\$5,124.00	
Comenity Bank / The Limited	\$0.00	
Comenity Bank/Buckle	\$1,507.00	
Comenity Bank/Express	\$0.00	
Comenity Bank/Victoria Secret	\$1,026.00	
Conduent/Nelnet Nhlp-iii/tr	\$0.00	
Credit Collection Services	\$2,453.96	
Discover Financial	\$23,053.00	
Endurance Fcu Fka Hefc	\$40,965.00	
Enigma Properties c/o Daniel Peters	\$0.00	
First Data	\$0.00	
Gatestone	\$0.00	
Geico	\$0.00	
Gexa Energy	\$454.16	

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La Capital Federal Cr	\$33,795.00
Midland Credit Management	\$0.00
Midlandstbk/greensky	\$0.00
Nelnet	\$2,218.00
Nelnet	\$449.00
NTTA	\$519.18
NTTA	\$151.77
Simmons Bank	\$17,721.00
Snap On Crdt	\$0.00
Syncb/discount Tire	\$0.00
Syncb/mohawk Color Ctr	\$0.00
Syncb/Rooms To Go	\$0.00
Synchrony Bank	\$0.00
Synchrony Bank/ JC Penneys	\$3,185.00
Synchrony Bank/Bass Pro	\$0.00
Synchrony Bank/Care Credit	\$0.00
Synchrony Bank/Chevron	\$2,200.00
Synchrony Bank/Cost Plus World Market	\$0.00
Synchrony Bank/Cost Plus World Market	\$0.00
Synchrony Bank/Gap	\$0.00
Synchrony Bank/Lowes	\$358.00
Synchrony Bank/Sams	\$0.00
Synchrony Bank/Sams	\$0.00
Synchrony Bank/Sams Club	\$9,416.00
Synchrony Bank/Sams Club	\$0.00
Synchrony Bank/Sams Club	\$0.00
Synerprise Consulting Services, Inc	\$285.00
The Pritchard Law Firm	\$0.00
United Collection Bureau	\$0.00
US Anesthesia Partners	\$0.00
Wells Fargo Bank NA	\$3,659.00
Wells Fargo-pl&I	\$605.00
William Ochiltree	\$2,528.71 Unsecured portion of the secured debt (Bifurcated)
William Ochiltree	\$1,932.56 Unsecured portion of the secured debt (Bifurcated)
Yourcommcu	\$0.00
 TOTAL SCHEDULED UNSECURED:	 <b>\$310,393.85</b>

The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 20%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

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Debtor(s): Carroll James LeBouef, III  
Challis Lee LeBouef**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS ___ TO ___)	TREATMENT
Enigma Properties LLC c/o Dan Peters	Assumed	\$0.00		

**SECTION II**  
**DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS**  
**FORM REVISED 7/1/17**

**A. SUBMISSION OF DISPOSABLE INCOME:**

*Debtor(s)* hereby submit(s) future earnings or other future income to the *Trustee* to pay the *Base Amount*.

**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:**

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

**C. ATTORNEY FEES:**

*Debtor's(s')* Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

The Pre-Petition Mortgage Arrearage shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition Mortgage Arrearage amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:**

*Current Post-Petition Mortgage Payment(s)* shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

*Mortgage Lenders* shall retain their liens.

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Challis Lee LeBouef

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**E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:**

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

**E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:**

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

**F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:**

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

**G. DIRECT PAYMENTS BY DEBTOR(S):**

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

**H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

**I. CLASSIFIED UNSECURED CLAIMS:**

Classified unsecured claims shall be treated as allowed by the Court.

**J. GENERAL UNSECURED CLAIMS TIMELY FILED:**

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

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#### **K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

#### **L. CLAIMS TO BE PAID:**

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

#### **M. ADDITIONAL PLAN PROVISIONS:**

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

#### **N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:**

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

#### **O. CLAIMS NOT FILED:**

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the AAPD.

#### **P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:**

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

#### **Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:**

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

#### **R. BUSINESS CASE OPERATING REPORTS:**

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

#### **S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:**

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

#### **T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:**

*Debtor(s)* shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

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**Challis Lee LeBouef**

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Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the Case is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the Case was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the Case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

#### **U. ORDER OF PAYMENT:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

Case No: 20-43914-mxm-13

Debtor(s): **Carroll James LeBouef, III**  
**Challis Lee LeBouef**

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16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

**V. POST-PETITION CLAIMS:**

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

**W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:**

See the provisions of the General Order regarding this procedure.

Case No: 20-43914-mxm-13

Debtor(s): **Carroll James LeBouef, III**  
**Challis Lee LeBouef**

---

**SECTION III**  
**NONSTANDARD PROVISIONS**

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

**None.**

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

**/s/ Marcus Leinart**

Marcus Leinart, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

**/s/ Marcus Leinart**

Marcus Leinart, Debtor's(s') Counsel

**00794156**

State Bar Number

Case No: 20-43914-mxm-13

Debtor(s): Carroll James LeBouef, III  
Challis Lee LeBouef**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the 25th day of March, 2021:

(List each party served, specifying the name and address of each party)

Dated: March 25, 2021/s/ Marcus Leinart

Marcus Leinart, Debtor's(s') Counsel

1st Natl B x2151 3801 Fairway Blvd Wichita Falls, TX 76310	Amex xxxxxxxxxxxx5833 Correspondence/Bankruptcy PO Box 981540 El Paso, TX 79998	Capital One Auto Finance xxxxxxxxxxxxx1001 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130
Advancial xxxxxx0001 1845 Woodall Rodgers Freeway Suite 1300 Dallas, TX 75201	Amex xxxxxxxxxxxx7913 Correspondence/Bankruptcy PO Box 981540 El Paso, TX 79998	Carroll James LeBouef, III 2130 Shoreline Drive Flower Mound, TX 75022
Advancial Federal Credit Union 1845 Woodall Rogers Fwy., Ste. 130C Dallas, TX 75201	ARSI x5009 555 St. Charles Drive Thousand Oaks, CA 91360	Carter Federal Credit Union xxxxxx9145 Attn: Bankruptcy 6885 Bert Kouns Shreveport, LA 71129
AFJ Systems Inc xxx6099 PO Box 940694 Houston, TX 77094-0694	AT&T Universal xxxx-xxxx-xxxx-7759 PO Box 6284 Sioux Falls, SD 57117-6284	Chase Auto Finance xxxxxxxx0912 Attn: Bankruptcy PO Box 901076 Fort Worth, TX 76101
Amex xxxxxxxxxxxx6463 Correspondence/Bankruptcy PO Box 981540 El Paso, TX 79998	Bank of America xxxxxxxxxxxx7219 Attn: Bankruptcy PO Box 982234 El Paso, TX 79998	Citi/cbna xxxxxxxxxxxx3811 Citicorp Credit Services; Attn: Centrali PO Box Kansas City, MO 64195
Amex xxxxxxxxxxxx6583 Correspondence/Bankruptcy PO Box 981540 El Paso, TX 79998	Bank of America xxxxxxxxxxxx8957 Attn: Bankruptcy NC4-105-03-14 PO Box 26012 Greensboro, NC 27420	Citi/cbna xxxxxxxxxxxx2013 Citicorp Credit Services; Attn: Centrali PO Box Kansas City, MO 64195

Case No: 20-43914-mxm-13

Debtor(s): Carroll James LeBouef, III  
Challis Lee LeBouef

Citi/Sears xxxxxxxxxxxx6732 Citibank/Centralized Bankruptcy PO Box 790034 St Louis, MO 63179	Comenity Bank/Victoria Secret xxxxxxxxxxxx0533 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Diamond Banc 2 LLC x0974 1021 East Broadway Ste. A Columbia, MO 65201
Citi/Sears xxxxxxxxxxxx7796 Citibank/Centralized Bankruptcy PO Box 790034 St Louis, MO 63179	Conduent/Nelnet Nhlp-iii/tr xxxxxx9861 9/1/19 Conduent ceased all student loan All loans moved to other servicers Utica, NY 13504	Discover Financial xxxxxxxxxxxx6382 Attn: Bankruptcy PO Box 3025 New Albany, OH 43054
Citibank xxxxxxxxxxxx8371 Citicorp Credit Svcs/Centralized Bk dept PO Box 790034 St Louis, MO 63179	Credit Collection Services xxxxxx0655 725 Canton St. Norwood, MA 02062	Endurance Fcu Fka Hefc xxxxxx0500 703 South 9th Street Duncan, OK 73533
Citibank/Best Buy xxxxxxxxxxxx5135 Citicorp Credit Svcs/Centralized Bk dept PO Box 790034 St Louis, MO 63179	Denton County Tax Assessor xx3023 PO Box 90223 Denton, TX 76202	Enigma Properties c/o Daniel Peters 6440 N. Central Expwy Ste 618 Dallas, TX 75206
Citibank/The Home Depot xxxxxxxxxxxx8937 Citicorp Credit Svcs/Centralized Bk dept PO Box 790034 St Louis, MO 63179	Denton County Tax Assessor xx5841 PO Box 90223 Denton, TX 76202	Enigma Properties c/o Daniel Peters 6440 N. Central Expwy, Ste 618 Dallas, TX 75206
Comenity Bank / The Limited xxxxxxxxxxxx2986 Attn: Bankruptcy PO Box 182125Columbus Columbus, OH 43218	Denton County Tax Assessor xx5840 PO Box 90223 Denton, TX 76202	Enigma Properties LLC c/o Dan Peters 6440 N. Central Expwy Ste 618 Dallas, TX 75206
Comenity Bank/Buckle xxxxxxxxxxxx9793 Attn: Bankruptcy PO Box 182125Columbus Columbus, OH 43218	Denton County Tax Assessor xx3022 PO Box 90223 Denton, TX 76202	First Data xxxxxxxx6000 5565 Glenridge Connector NE Ste 2000 Atlanta, GA 30342
Comenity Bank/Express xxxxxxxxxxxx3895 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218	Diamond Banc 2 LLC x0674 1021 East Broadway Ste. A Columbia, MO 65201	Gatestone xx-xxxxx0024 1000 N. West Street Ste. 1200 Wilmington, DE 19801

Case No: 20-43914-mxm-13

Debtor(s): Carroll James LeBouef, III  
Challis Lee LeBouef

Geico One Gercl Central Macon, GA 31296	Nelnet xxxxx1969 Attn: Bankruptcy Claims PO Box 82505 Lincoln, NE 68501	Syncb/Rooms To Go xxxxxxxxxxxx9389 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
Gexa Energy Attn: Bankruptcy Dept. 20455 State Hwy 249 Ste 200 Houston, TX 77070	NTTA xxxxx4766 PO Box 660244 Dallas, TX 75266-0244	Synchrony Bank xxxxxxxxxxxx1212 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
Internal Revenue Service Centralized Insolvency Operations PO Box 7346 Philadelphia, PA 19101-7346	NTTA xxxxx6385 PO Box 660244 Dallas, TX 75266-0244	Synchrony Bank/ JC Penneys xxxxxxxxxxxx8557 Attn: Bankruptcy PO Box 965064 Orlando, FL 32896
La Capital Federal Cr xxxxx2501 660 Laurel St Baton Rouge, LA 70821	Pam Bassel 7001 Blvd 26, Suite 150 North Richland Hills, TX 76180	Synchrony Bank/Bass Pro xxxxxxxxxxxx4922 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
Midland Credit Management xxxx-xxxx-xxxx-7759 2365 Northside Drive Ste. 300 San Diego, CA 92108	Simmons Bank xxxx8828 Attn: Bankruptcy PO Box 7009 Pine Bluff, AR 71611	Synchrony Bank/Care Credit xxxxxxxxxxxx7292 Attn: Bankruptcy Dept PO Box 965064 Orlando, FL 32896
Midlandstbk/greensky xxxxxxxxxxxx1120 1797 Ne Expressway Atlanta, GA 30329	Snap On Crdt xxxxx7649 950 Technology Way Suite 301 Libertyville, IL 60048	Synchrony Bank/Chevron xxxxxxxxxxxx7956 Attn: Bankruptcy Dept PO Box 965060 Orlando, FL 32896
Mobility Credit Union xxxxxxxxxx0001 Po Box 630428 Irving, TX 75063	Syncb/discount Tire xxxxxxxx3871 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Synchrony Bank/Cost Plus World Market xxxxxxxx0241 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
Nelnet xxxxx2069 Attn: Bankruptcy Claims PO Box 82505 Lincoln, NE 68501	Syncb/mohawk Color Ctr xxxxxxxx1706 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Synchrony Bank/Cost Plus World Market xxxxxxxx0278 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896

Case No: 20-43914-mxm-13

Debtor(s): Carroll James LeBouef, III  
Challis Lee LeBouef

Synchrony Bank/Gap  
xxxxxxxxx0396  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

The Pritchard Law Firm  
1244 Southridge Ct, #102 A  
Hurst, TX 76053

Synchrony Bank/Lowes  
xxxxxxxxxxxx3769  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

United Collection Bureau  
xxxx-xxxx-xxxx-6732  
5260 South Wyck Blvd. Ste 206  
Toledo, OH 43614-0190

Synchrony Bank/Sams  
xxxxxxxxxxxx1467  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

US Anesthesia Partners  
PO Box 830913  
Birmingham, AL 35283-0913

Synchrony Bank/Sams  
xxxxxxxxxxxx4428  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

Wells Fargo Bank NA  
xxxxxxxxxxxx9630  
MAC F8234F-02F  
PO Box 10438  
Des Moines, IA 50306

Synchrony Bank/Sams Club  
xxxxxxxxxxxx1560  
Attn: Bankruptcy Dept  
PO Box 965060  
Orlando, FL 32896

Wells Fargo Home Mortgage  
xxxxxxxxxx7768  
Attn: Written  
Correspondence/Bankruptcy  
MAC#2302-04E POB 10335  
Des Moines, IA 50306

Synchrony Bank/Sams Club  
xxxxxxxxxxxx0775  
Attn: Bankruptcy Dept  
PO Box 965060  
Orlando, FL 32896

Wells Fargo-pl&l  
xxxxxx0102  
MAX F8234F-02F  
PO Box 10438  
Des Moines, IA 50306

Synchrony Bank/Sams Club  
xxxxxxxxxxxx3708  
Attn: Bankruptcy Dept  
PO Box 965060  
Orlando, FL 32896

William Ochiltree  
5023 SW 8th Court  
Cape Coral, FL 33914

Synerprise Consulting Services, Inc  
xxxx5998  
Attn: Bankruptcy  
5651 Broadmoor  
Mission, KS 66202

Yourcommcu  
xxxxxx2601  
Po Box 630428  
Irving, TX 75063

**Leinart Law Firm**  
 10670 N Central Expressway  
 Suite 320  
 Dallas, TX 75231

Bar Number: **00794156**  
 Phone: **(469) 232-3328**

**IN THE UNITED STATES BANKRUPTCY COURT  
 NORTHERN DISTRICT OF TEXAS  
 FORT WORTH DIVISION**

Revised 10/1/2016

**IN RE: Carroll James LeBouef, III**      **xxx-xx-5878**      **§**      **CASE NO: 20-43914-mxm-13**  
 2130 Shoreline Drive  
 Flower Mound, TX 75022  
**§**  
**§**  
**§**  
**§**

**Challis Lee LeBouef**      **xxx-xx-3862**  
 2130 Shoreline Drive  
 Flower Mound, TX 75022

Debtor(s)

**AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS**      **DATED: 3/25/2021**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount		Variable Plan Payments. See Monthly Schedule below.*		
Disbursements		First (1)	Second (2) (Other)	
Account Balance Reserve		\$5.00	\$5.00 carried forward	
Trustee Percentage Fee		\$49.50	See below*	
Filing Fee		\$0.00	See below*	
Noticing Fee		\$90.30	See below*	
<b>Subtotal Expenses/Fees</b>		<b>\$144.80</b>	<b>See below*</b>	
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:		\$355.20	See below*	

**CREDITORS SECURED BY VEHICLES (CAR CREDITORS):**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Mobility Credit Union	2014 Land Rover Range Rover Sp	\$13,277.35	\$14,602.00	1.25%	\$182.53

Total Adequate Protection Payments for Creditors Secured by Vehicles: **\$182.53**

**CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):**

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Wells Fargo Home Mortgage	2130 Shoreline Drive Flower Mour	3/1/21	\$100,859.11	\$260,711.00	\$1,437.16

Payments for Current Post-Petition Mortgage Payments (Conduit): **\$1,437.16**

Case No: 20-43914-mxm-13  
 Debtor(s): Carroll James LeBouef, III  
 Challis Lee LeBouef

**CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Advancial Federal Credit Union	Non exempt real estate	\$50,000.00	\$195,061.63	1.25%	\$2,438.27
Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:					<b>\$2,438.27</b>

**TOTAL PRE-CONFIRMATION PAYMENTS****First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$182.53
Debtor's Attorney, per mo:	\$0.00
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$172.67

**Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$1,437.16
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$182.53
Debtor's Attorney, per mo:	<b>See Monthly Schedule below*</b>
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$450.31

**\*Monthly Schedule**

Month	Plan Payment	Account Balance Reserve	Trustee Percentage Fee	Filing Fees	Noticing Fees	Subtotal Expenses/ Fees	Available Available for APD	Available for Attorney
1	\$500.00	\$5.00	\$49.50	\$0.00	\$90.30	\$144.80	\$355.20	\$355.20
2	\$2,300.00		\$230.00			\$230.00	\$2,070.00	\$2,070.00
3	\$3,225.00		\$322.50			\$322.50	\$2,902.50	\$2,902.50
4	\$5,550.00		\$555.00			\$555.00	\$4,995.00	\$4,057.96
5	\$5,550.00		\$555.00			\$555.00	\$4,995.00	\$4,057.96
6	\$5,550.00		\$555.00			\$555.00	\$4,995.00	\$325.92

**Order of Payment:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 3/25/2021

/s/ Marcus Leinart  
 Attorney for Debtor(s)

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: Carroll James LeBouef, III  
*Debtor*

CASE NO. **20-43914-mxm-13**

Challis Lee LeBouef  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

---

I, the undersigned, hereby certify that on March 25, 2021, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ Marcus Leinart

Marcus Leinart  
Bar ID:00794156  
Leinart Law Firm  
10670 N Central Expressway  
Suite 320  
Dallas, TX 75231  
(469) 232-3328

1st Natl B x2151 3801 Fairway Blvd Wichita Falls, TX 76310	Amex xxxxxxxxxxxx6463 Correspondence/Bankruptcy PO Box 981540 El Paso, TX 79998	ARSI x5009 555 St. Charles Drive Thousand Oaks, CA 91360
Advancial xxxxxx0001 1845 Woodall Rodgers Freeway Suite 1300 Dallas, TX 75201	Amex xxxxxxxxxxxx6583 Correspondence/Bankruptcy PO Box 981540 El Paso, TX 79998	AT&T Universal xxxx-xxxx-xxxx-7759 PO Box 6284 Sioux Falls, SD 57117-6284
Advancial Federal Credit Union 1845 Woodall Rogers Fwy., Ste. 1300 Dallas, TX 75201	Amex xxxxxxxxxxxx5833 Correspondence/Bankruptcy PO Box 981540 El Paso, TX 79998	Attorney General of Texas Collections Div/ Bankruptcy Sec PO Box 12548 Austin, TX 78711-2548
AFJ Systems Inc xxx6099 PO Box 940694 Houston, TX 77094-0694	Amex xxxxxxxxxxxx7913 Correspondence/Bankruptcy PO Box 981540 El Paso, TX 79998	Bank of America xxxxxxxxxxxx7219 Attn: Bankruptcy PO Box 982234 El Paso, TX 79998

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: Carroll James LeBouef, III*Debtor*CASE NO. **20-43914-mxm-13**Challis Lee LeBouef*Joint Debtor*CHAPTER **13**

**CERTIFICATE OF SERVICE**

(Continuation Sheet #1)

Bank of America xxxxxxxxxx8957 Attn: Bankruptcy NC4-105-03-14 PO Box 26012 Greensboro, NC 27420	Citi/Sears xxxxxxxxxxxx6732 Citibank/Centralized Bankruptcy PO Box 790034 St Louis, MO 63179	Comenity Bank/Express xxxxxxxxxxx3895 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218
Capital One Auto Finance xxxxxxxxxxxxxx1001 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130	Citi/Sears xxxxxxxxxxxx7796 Citibank/Centralized Bankruptcy PO Box 790034 St Louis, MO 63179	Comenity Bank/Victoria Secret xxxxxxxxxxxxx0533 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218
Carroll James LeBouef, III 2130 Shoreline Drive Flower Mound, TX 75022	Citibank xxxxxxxxxxxx8371 Citicorp Credit Svcs/Centralized Bk dept PO Box 790034 St Louis, MO 63179	Comptroller of Public Accounts Revenue Accounting/ Bankruptcy Div PO Box 13528 Austin, TX 78711
Carter Federal Credit Union xxxxxx9145 Attn: Bankruptcy 6885 Bert Kouns Shreveport, LA 71129	Citibank/Best Buy xxxxxxxxxxxx5135 Citicorp Credit Svcs/Centralized Bk dept PO Box 790034 St Louis, MO 63179	Conduent/Nelnet Nhlp-iii/tr xxxxxx9861 9/1/19 Conduent ceased all student loan All loans moved to other servicers Utica, NY 13504
Chase Auto Finance xxxxxxxx0912 Attn: Bankruptcy PO Box 901076 Fort Worth, TX 76101	Citibank/The Home Depot xxxxxxxxxxxx8937 Citicorp Credit Svcs/Centralized Bk dept PO Box 790034 St Louis, MO 63179	Credit Collection Services xxxxxx0655 725 Canton St. Norwood, MA 02062
Citi/cbna xxxxxxxxxxxx3811 Citicorp Credit Services; Attn: Centrali PO Box Kansas City, MO 64195	Comenity Bank / The Limited xxxxxxxxxxxx2986 Attn: Bankruptcy PO Box 182125Columbus Columbus, OH 43218	Denton County Tax Assessor xx3023 PO Box 90223 Denton, TX 76202
Citi/cbna xxxxxxxxxxxxxx2013 Citicorp Credit Services; Attn: Centrali PO Box Kansas City, MO 64195	Comenity Bank/Buckle xxxxxxxxxxxx9793 Attn: Bankruptcy PO Box 182125Columbus Columbus, OH 43218	Denton County Tax Assessor xx5841 PO Box 90223 Denton, TX 76202

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: Carroll James LeBouef, III*Debtor*CASE NO. **20-43914-mxm-13**Challis Lee LeBouef*Joint Debtor*CHAPTER **13**

**CERTIFICATE OF SERVICE**

(Continuation Sheet #2)

Denton County Tax Assessor  
xx5840  
PO Box 90223  
Denton, TX 76202

Enigma Properties c/o Daniel Peters  
6440 N. Central Expwy, Ste 618  
Dallas, TX 75206

La Capital Federal Cr  
xxxxx2501  
660 Laurel St  
Baton Rouge, LA 70821

Denton County Tax Assessor  
xx3022  
PO Box 90223  
Denton, TX 76202

Enigma Properties LLC c/o Dan Peters  
6440 N. Central Expwy Ste 618  
Dallas, TX 75206

Linebarger Goggan Blair et al  
2777 N Stemmons Frwy. Ste. 1000  
Dallas, TX 75207

Diamond Banc 2 LLC  
x0674  
1021 East Broadway Ste. A  
Columbia, MO 65201

First Data  
xxxxxxxx6000  
5565 Glenridge Connector NE  
Ste 2000  
Atlanta, GA 30342

Midland Credit Management  
xxxx-xxxx-xxxx-7759  
2365 Northside Drive Ste. 300  
San Diego, CA 92108

Diamond Banc 2 LLC  
x0974  
1021 East Broadway Ste. A  
Columbia, MO 65201

Gatestone  
xx-xxxx0024  
1000 N. West Street Ste. 1200  
Wilmington, DE 19801

Midlandstbk/greensky  
xxxxxxxxxxxx1120  
1797 Ne Expressway  
Atlanta, GA 30329

Discover Financial  
xxxxxxxxxxxx6382  
Attn: Bankruptcy  
PO Box 3025  
New Albany, OH 43054

Geico  
One Gercl Central  
Macon, GA 31296

Mobility Credit Union  
xxxxxxxx0001  
Po Box 630428  
Irving, TX 75063

Endurance Fcu Fka Hefc  
xxxxxxxx0500  
703 South 9th Street  
Duncan, OK 73533

Gexa Energy  
Attn: Bankruptcy Dept.  
20455 State Hwy 249 Ste 200  
Houston, TX 77070

Nelnet  
xxxxx2069  
Attn: Bankruptcy Claims  
PO Box 82505  
Lincoln, NE 68501

Enigma Properties c/o Daniel Peters  
6440 N. Central Expwy Ste 618  
Dallas, TX 75206

Internal Revenue Service  
Centralized Insolvency Operations  
PO Box 7346  
Philadelphia, PA 19101-7346

Nelnet  
xxxxx1969  
Attn: Bankruptcy Claims  
PO Box 82505  
Lincoln, NE 68501

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: Carroll James LeBouef, III  
*Debtor*

CASE NO. **20-43914-mxm-13**

Challis Lee LeBouef  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

(Continuation Sheet #3)

NTTA xxxxx4766 PO Box 660244 Dallas, TX 75266-0244	Syncb/Rooms To Go xxxxxxxxxxxx9389 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Synchrony Bank/Cost Plus World Market xxxxxxxx0278 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
NTTA xxxxx6385 PO Box 660244 Dallas, TX 75266-0244	Synchrony Bank xxxxxxxxxxxx1212 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Synchrony Bank/Gap xxxxxxxx0396 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
Pam Bassel 7001 Blvd 26, Suite 150 North Richland Hills, TX 76180	Synchrony Bank/ JC Penneys xxxxxxxxxxxx8557 Attn: Bankruptcy PO Box 965064 Orlando, FL 32896	Synchrony Bank/Lowes xxxxxxxxxxxx3769 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
Simmons Bank xxxx8828 Attn: Bankruptcy PO Box 7009 Pine Bluff, AR 71611	Synchrony Bank/Bass Pro xxxxxxxxxxxx4922 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Synchrony Bank/Sams xxxxxxxxxxxx1467 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
Snap On Crdt xxxxx7649 950 Technology Way Suite 301 Libertyville, IL 60048	Synchrony Bank/Care Credit xxxxxxxxxxxx7292 Attn: Bankruptcy Dept PO Box 965064 Orlando, FL 32896	Synchrony Bank/Sams xxxxxxxxxxxx4428 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
Syncb/discount Tire xxxxxxxx3871 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Synchrony Bank/Chevron xxxxxxxxxxxx7956 Attn: Bankruptcy Dept PO Box 965060 Orlando, FL 32896	Synchrony Bank/Sams Club xxxxxxxxxxxx1560 Attn: Bankruptcy Dept PO Box 965060 Orlando, FL 32896
Syncb/mohawk Color Ctr xxxxxxxx1706 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Synchrony Bank/Cost Plus World Market xxxxxxxx0241 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Synchrony Bank/Sams Club xxxxxxxxxxxx0775 Attn: Bankruptcy Dept PO Box 965060 Orlando, FL 32896

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: Carroll James LeBouef, III*Debtor*CASE NO. **20-43914-mxm-13**Challis Lee LeBouef*Joint Debtor*CHAPTER **13**

**CERTIFICATE OF SERVICE**

(Continuation Sheet #4)

Synchrony Bank/Sams Club  
xxxxxxxxxxxx3708  
Attn: Bankruptcy Dept  
PO Box 965060  
Orlando, FL 32896

United States Trustee  
1100 Commerce St, Rm 9C60  
Dallas, TX 75242

Yourcommcu  
xxxxxx2601  
Po Box 630428  
Irving, TX 75063

Synerprise Consulting Services, Inc  
xxxx5998  
Attn: Bankruptcy  
5651 Broadmoor  
Mission, KS 66202

United States Trustee- Northern District  
1100 Commerce St, Rm 976  
Dallas, TX 75242

Texas Alcoholic Beverage Commission  
Licenses and Permit Division  
PO Box 13127  
Austin, TX 78711-3127

US Anesthesia Partners  
PO Box 830913  
Birmingham, AL 35283-0913

Texas Workforce Commission  
TEC Building- Bankruptcy  
101 E 15th St  
Austin, TX 78778

Wells Fargo Bank NA  
xxxxxxxxxxxx9630  
MAC F8234F-02F  
PO Box 10438  
Des Moines, IA 50306

The Pritchard Law Firm  
1244 Southridge Ct, #102 A  
Hurst, TX 76053

Wells Fargo Home Mortgage  
xxxxxxxxxx7768  
Attn: Written  
Correspondence/Bankruptcy  
MAC#2302-04E POB 10335  
Des Moines, IA 50306

United Collection Bureau  
xxxx-xxxx-xxxx-6732  
5260 South Wyck Blvd. Ste 206  
Toledo, OH 43614-0190

Wells Fargo-pl&l  
xxxxxx0102  
MAX F8234F-02F  
PO Box 10438  
Des Moines, IA 50306

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William Ochiltree  
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Cape Coral, FL 33914